

<i>SERFF Tracking Number:</i>	<i>FDLS-125759929</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ticor Title Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>TTIC-AR-F-08-03</i>		
<i>TOI:</i>	<i>34.0 Title</i>	<i>Sub-TOI:</i>	<i>34.0000 Title</i>
<i>Product Name:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee</i>		
<i>Project Name/Number:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee /TTIC-AR-F-08-03</i>		

Filing at a Glance

Company: Ticor Title Insurance Company	SERFF Tr Num: FDLS-125759929	State: Arkansas
Product Name: UCCPlus Owner's Policy & Mortgage Modification Guarantee		
TOI: 34.0 Title	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 34.0000 Title	Co Tr Num: TTIC-AR-F-08-03	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Sarah Harper
	Authors: Christine Harding, David Maruca, Johnna Ryan	Disposition Date: 09/08/2008
	Date Submitted: 08/04/2008	Disposition Status: Approved
Effective Date Requested (New): 09/03/2008		Effective Date (New): 09/08/2008
Effective Date Requested (Renewal):		Effective Date (Renewal): 09/08/2008
State Filing Description:		

General Information

Project Name: UCCPlus Owner's Policy & Mortgage Modification Guarantee	Status of Filing in Domicile:
Project Number: TTIC-AR-F-08-03	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/08/2008	
State Status Changed: 08/05/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
TicorTitle Insurance Company hereby submits the following form filing for your Department's review and consideration.	
UCCPlus Owner's Policy:	

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The UCCPlus Owner's Policy for Certificated Securities under Article 8 of the Uniform Commercial Code and Partnership or Membership Interests Under Article 9 of the Uniform Commercial Code ("Owner's Policy") is being proposed to be issued by Chicago Title Insurance Company ("the company").

Insuring Provisions

This Policy insures the owner/purchaser of certain personal property against defects in title, security interests, or liens when the owner/purchaser is acquiring either (1) a certificated security or (2) a membership interest in an entity not represented by a security. The Policy is designed to cover transactions in which the owner/purchaser has dealt directly with the seller of the security or membership interest.

Characterization of Certificated Securities and Membership Interests as Personal Property

First, it is clear that both certificated securities (i.e., those represented by paper rather than by an entry on the books of a transfer agent or broker) and partnership or membership interests not represented by a security are clearly and unequivocally personal property. Black's Law Dictionary (second pocket edition) defines personal property as: "any moveable or intangible thing that is subject to ownership and not classified as real property." A certificated security is moveable personal property, and a partnership or membership interest is intangible personal property. Neither of these are real property, although they are commonly used in real property transactions (see discussion below).

Further, "Certificated Security" is defined in UCC 8-102 (as adopted by each state) as "a security that is represented by a certificate." If the entity does not elect to issue a certificate, the intangible partnership or membership interest will be a "general intangible" subject to Article 9 of the Uniform Commercial Code (as adopted by the State of California). For economy of language, both terms were encapsulated in the term "Insured Interest." The "Insured Interest," if it were regarded as a separate type of property apart from its constituent elements, would also be classified as intangible personal property under the Black's Law Dictionary definition provided above.

History and Example

The best and most appropriate way to explain this Owner's Policy is to explain to whom the Owner's Policy is and is not intended to apply.

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A retail customer purchasing securities traded on a securities exchange does not have to worry about the status of its seller's title. That is because these transactions are cleared and settled in a manner which involves the netting of the positions of participants in the clearing systems of which they are members. Thus, there is no way to determine the prior ownership of the securities received by the retail customer who purchases securities traded on a securities exchange. Since the Uniform Commercial Code effectively provides that this customer receives these securities free of any adverse claim created or suffered by its predecessor in title, there would be no need/demand for the retail customer to purchase the Policy

In many real property transactions, however, funds are lent against the security of certificated securities or membership interests in a privately held organization that, directly or indirectly, holds title to real property. As previously stated, ownership interests may be represented by a security certificate, if the organizational documents so provide, or may not be represented by any paper token. In the former case, the interest is a "security" governed by Article 8 of the Uniform Commercial Code. In the latter case, the membership interest is governed by Article 9 of the Uniform Commercial Code. The election to have membership interests represented by a security (or the failure to so elect) does not otherwise affect the rights and duties of members vis-à-vis each other, which continue to be subject to the partnership or limited liability company laws of the state of formation and the entity's organizational documents.

Although the rules of Article 8 and Article 9 differ somewhat as respects the types of adverse claims that may be asserted against the owner/purchaser, both Articles provide that the purchase does not automatically cut off adverse claims. Accordingly, owners/purchasers in these transactions do need to concern themselves with possible defects in title, liens, and security interests.

Up to this time, the owner/purchaser has taken some comfort in the coverage that the previously approved UCCPlus policy for lenders (if a related loan was taking place) has been issued to the lender. The "attachment" coverage of the UCCPlus Policy for lender insures that the owner has rights in the collateral sufficient to grant a security interest to the lender. The UCCPlus Policy also insures against adverse security interests and certain liens. Thus, the fact that a lender received a UCCPlus Policy provides a certain measure of assurance to the owner/purchaser, although the owner/purchaser is not named as an Insured.

Since many transactions have no related financing taking place, these same owners/purchasers now want a policy that directly covers their purchase/ownership of the personal property described above. For these types of

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owners/purchasers, this Owner's Policy would be of great value to them, and we anticipate a continuing demand for this Owner's Policy.

The Policy insures that the seller owns the security certificate or membership interest (Insuring Clause 1) that it is transferring, free of security interests (as defined in the Policy) (Insuring Clause 3) or liens (as defined in the Policy) (Insuring Clause 4), and that the Insured will own the same upon consummation of the transaction (Insuring Clause 2). The Policy will be underwritten using the same type of review that the Company now utilizes in insuring such interests being pledged to a lender for collateral purposes where the Company issues its UCCPlus Policy (previously approved for use in your state).

Thus, the development of this Policy is a natural outgrowth of the Company's UCCPlus Policy, in which the Insured lender's collateral typically includes either an Article 8 security, as described above, or an Article 9 membership interest in a partnership or limited liability company. In the course of insuring these transactions, the Company has learned that there are some financings involving a purchase of such a security or membership interest rather than a loan. This Policy is intended to fill that gap.

We should note that there is another situation in which the Owner's Policy may be used. When a loan secured by a certificated security or membership interest is in default, the lender may sell the collateral. The purchaser in such situations may wish the assurance of purchasing the Owner's Policy instead of relying on any warranties provided by the lender that is holding the sale.

This product is relatively new to the market. There is another somewhat similar product in the marketplace. It is currently issued by the First American Title Insurance Company and is called the "Eagle 9™ UCC Insurance Policy for Buyers." The Company is unaware of any other insurance company that offers the product, or whether the First American product has been offered or approved in Arkansas.

Mortgage Modification Guarantee:

This product has been requested by our clients on a national level to provide a simplified Guarantee at a flat fee. This "Mortgage Modification Guarantee" assures only that the validity, priority and enforceability of a Recorded Mortgage, if any, has not been diminished or lost by reason of the modification or amendment referred to in Schedule A of the

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Guarantee. There is either Schedule A for a "Trustor" or Schedule A for the "Mortgagor" depending on the State's regulations.

A concurrent amended rate filing is being submitted under separate cover detailing out the rates and charges association with each of these products being filed herein.

The Company respectfully requests an effective date of September 3, 2008.

Company and Contact

Filing Contact Information

Johnna Ryan, Vice President	johnna.ryan@fnf.com
601 Riverside Avenue	(904) 854-8845 [Phone]
Jacksonville, FL 32204	(904) 357-1040[FAX]

Filing Company Information

Ticor Title Insurance Company	CoCode: 50067	State of Domicile: Nebraska
601 Riverside Avenue	Group Code: -99	Company Type: Title Insurer
11th Floor		
Jacksonville, FL 32204	Group Name:	State ID Number:
(888) 934-3354 ext. [Phone]	FEIN Number: 95-2410872	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	50.00 PER SUBMISSION
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ticor Title Insurance Company	\$50.00	08/04/2008	21762415

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Sarah Harper	09/08/2008	09/08/2008

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Disposition

Disposition Date: 09/08/2008

Effective Date (New): 09/08/2008

Effective Date (Renewal): 09/08/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Form	UCCPlus Owner's Policy with Schedules A & B		Yes
Form	Mortgage Modification Guarantee with Schedule A (Trustor/Mortgagor)		Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	UCCPlus Owner's Policy with Schedules A & B	74-331-06	N/A	Policy/CoveNew rage Form			TICOR UCCPlus Owners Policy 74-331-06.pdf
	Mortgage Modification Guarantee with Schedule A (Trustor/Mortgag or)	74178	N/A	Policy/CoveNew rage Form			TICOR Mortgage Modification Guarantee Form (12-15-95) 74178.pdf



Policy Number

OWNER'S POLICY

FOR CERTIFICATED SECURITIES UNDER ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE
AND PARTNERSHIP OR MEMBERSHIP INTERESTS UNDER ARTICLE 9 OF THE UNIFORM
COMMERCIAL CODE

ISSUED BY

TICOR TITLE INSURANCE

INSURING CLAUSES

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS TO COVERAGE
CONTAINED IN SCHEDULE B, AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE
INSURANCE COMPANY, a California Corporation herein called the Company, insures, as of Date of
Policy shown in Schedule A, the Insured Interest described in Schedule A against Loss or Damage
sustained or incurred by the Insured by reason of any of the following:

- (1) Failure of the Seller to own the Insured Interest;
- (2) Failure of the Insured to own the Insured Interest upon transfer by the Seller;
- (3) The existence of any Security Interest Perfected against the Seller in all or any part of the Insured Interest;
and
- (4) Any claim by a Lien Creditor against all or any part of the Insured Interest suffered by the Seller.

This Policy covers losses and claims described by the foregoing Insuring Clauses, whether asserted in a
bankruptcy action or otherwise. This Policy covers only the Insured named in Schedule A and does not
inure to the benefit of successive assignees or Secured Parties.

TICOR TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

Authorized Signature

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Policy and the Company will not pay Loss or Damage, costs, attorneys' fees, or expenses which arise by reason of:

1. Defects, Liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not Filed at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this Policy;
 - (c) resulting in no Loss or Damage to the Insured Claimant; or
 - (d) resulting in Loss or Damage which would not have been sustained if the Insured Claimant had paid value for the Insured Interest.
2. Any claim by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that the Insured Interest in whole or part constitutes, or was created by, a fraudulent conveyance, fraudulent transfer, equitable subordination or preference.
3. Any claim that all or any part of the Insured Interest constitutes Proceeds of a Security Interest created prior to the transaction between the Seller and the Insured on Date of Policy, unless a Financing Statement describing the original Collateral has been Filed against the Seller or a prior owner of all or any part of the Insured Interest.
4. Any Loss or Damage arising from: the incorrectness of any of the information set out in Schedule A except for:
 - (1) information that the Company has failed to transcribe correctly from the source of such information; or
 - (2) information relating to the exact legal name of the Seller or any prior owner of all of any part of the Insured Interest described on Schedule A.
5. Any claim resulting from a transfer of an Insured Interest in the entity described on Schedule A not reflected or incorrectly reflected on the books and records of that entity and not disclosed in writing to the Company.
6. Any Security Interest or claim of a Lien Creditor unless (a) the Secured Party has filed or (b) the Lien Creditor has (i) Filed or (ii) seized an Insured Interest that is a Certificated Security.
7. Any claim of a Secured Party or Lien Creditor against an interest in a predecessor of the entity described in Schedule A, unless the conversion, reorganization, merger, or similar event was (a) disclosed to the Company; or (b) manifest on the books and records of the entity described in Schedule A.
8. If the Insured Interest is a Certificated Security held by a Securities Intermediary, the claim of that Securities Intermediary to: (1) a Right of Recoupment; (2) a Security Interest; or (3) a Right of Set-Off.
9. Any change after Date of Policy in any of the following:
 - (a) the information provided in Schedule A;
 - (b) the documents described in Schedule A; or
 - (c) the facts concerning the Insured Security Interest, the Seller, or any prior owner that have been disclosed to the Company.
10. Consequences of the existence of any anti-assignment statute.
11. Any change in the status of an Insured Interest as a General Intangible or as a Security for purposes of Article 8 of the Uniform Commercial Code unless such change was (a) disclosed to the Company; or (b) manifest on the books and records of the entity described in Schedule A.
12. With respect to any transaction described as a sale in the transaction documents identified in Schedule A, recharacterization by any tribunal as a loan or as any type of transaction other than a sale.
13. Any claim relating to the separate assignment of the payment rights arising from the Insured Interest, if the assignee thereof has not filed.

CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in this Policy mean:

- a. "Date of Policy": the date specified on Schedule A.
- b. "File," "Filed" or "Filing": filing, recording or registering in the Filing Office under a name that is not Seriously Misleading.
- c. "Filing Office": the governmental or quasi-governmental agency or agencies identified in Uniform Commercial Code § 9-501 in the jurisdiction specified by Article 9.
- d. "Insured": the party or parties named in Schedule A.
- e. "Insured Claimant": an Insured claiming Loss or Damage.
- f. "Insured Interest": (1) the Certificated Security that is described on Schedule A and is located within the United States of America; or (2) the Article 9 partnership or membership interest that is described on Schedule A.
- g. "Lien": the interest held by a Lien Creditor, excluding a taxing authority.
- h. "Loss" or "Damage" shall mean Loss or Damage arising from the application of any law of the United States of America or of any of the states of the United States of America. For purposes of this definition, the District of Columbia and any territory of the United States shall be considered a state of the United States of America.
- i. "Seller": the transferor of the Insured Interest to the Insured in the transaction or series of transactions described in Schedule A.
- j. "Uniform Commercial Code": Except as used in paragraph 10 of the Exclusions from Coverage, the Uniform Commercial Code in effect in the jurisdiction whose law applies to the event upon which a claim is based. As used in said paragraph, the Uniform Commercial Code as promulgated by the National Conference of Commissioners on Uniform State Laws.
- k. "Value of the Insured Interest": (1) for Insured Interests other than publicly traded Securities, the value at the time of Loss or Damage as estimated by any appraiser that regularly values such types of Investment Property selected by agreement between the Insured Claimant and the Company; provided, however, that if the Insured Interest is an interest in an entity that owns real property, the appraiser must have experience in the valuation of such interests; or (2) for publicly traded Securities, the average of the highest and lowest price for such Security or Securities on the date notice of Loss or Damage is given to the Company.

Any capitalized term used in this Policy that is not defined in this Policy, shall have the meaning given to it in Articles 8 and 9 of the Uniform Commercial Code.

2. Continuance of Insurance.

The coverage of this Policy shall continue in favor of the Insured so long as the Insured holds the Insured Interest or has liability by reason of any warranty based on the coverage of this Policy made by the Insured regarding the Insured Interest upon a transfer thereof; provided, however, that claims arising by virtue of any law, rule or regulation enacted or promulgated after Date of Policy will not be paid.

3. Notice of Claim to be given by Insured Claimant.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an Insured hereunder of any claim which is adverse to the Insured Interest, and which might cause Loss or Damage for which the Company may be liable by virtue of this Policy.

If prompt notice shall not be given to the Company, then as to the Insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Insured under this Policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

a. Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim adverse to the Insured Interest, but only as to those stated causes of action alleging a defect, Lien or encumbrance or other matter Insured against by this Policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action which allege matters not Insured against by this Policy.

b. The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act, which in its opinion, may be necessary or desirable to establish the Insured Interest, or to prevent or reduce Loss or Damage to the Insured. The Company may take any appropriate action under the terms of this Policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

c. Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this Policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

d. In all cases where this Policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses,

prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the Insured Interest. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the Policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of Loss or Damage signed and sworn to by the Insured Claimant shall be furnished to the Company within 90 days after the Insured Claimant shall ascertain the facts giving rise to the Loss or Damage. The proof of Loss or Damage shall describe the matter Insured against by this Policy, which constitutes the basis of Loss or Damage, and shall state, to the extent possible, the basis of calculating the amount of the Loss or Damage. If the Company is prejudiced by the failure of the Insured Claimant to provide the required proof of Loss or Damage, the Company's obligations to the Insured under the Policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of Loss or Damage.

In addition, the Insured Claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the Loss or Damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Policy as to that claim.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this Policy, the Company shall have the following additional options:

a. To pay or tender payment of the amount of insurance or to purchase the Insured Interest.

(i) to pay or tender payment of the amount of insurance under this Policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the Insured Interest at the Value of the Insured Interest, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the Insured Interest as herein provided, the Insured shall transfer, assign, and convey the Insured Interest to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the Insured under this Policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the Policy shall be surrendered to the Company for cancellation.

b. To pay or otherwise settle with parties other than the Insured or with the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim Insured against under this Policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the Loss or Damage provided for under this Policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the Insured under this Policy for the claimed Loss or Damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination and Extent of Liability.

This Policy is a contract of indemnity against actual monetary Loss or Damage sustained or incurred by the Insured Claimant who has suffered Loss or Damage by reason of matters Insured against by this Policy and only to the extent herein described.

a. The liability of the Company under this Policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A; or

(ii) (a) if the Loss or Damage is covered by clauses 1 or 2 of the insuring clauses set forth on page one of this Policy, the Value of the Insured Interest without regard to the Loss or Damage;

(b) if the Loss or Damage is covered by clauses 3 through 4 of the insuring clauses set forth on page one of this Policy, the amount of the Lien(s) or Security Interest(s) held by the adverse claimant or claimants.

b. The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Limitation of Liability.

a. If the Company removes the alleged defect, Lien, Security Interest, or other encumbrance in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any Loss or Damage caused thereby.

b. In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for Loss or Damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to Insured Interest.

c. The Company shall not be liable for Loss or Damage to any Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Insurance; Reduction or Termination of Liability.

a. All payments under this Policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

b. All payments under any UCCPlus Policy naming the Insured as Debtor and the Insured Interest as Collateral, for any Loss or Damage covered by any of the insuring clauses set forth on page one of this Policy, shall be considered a payment under this Policy, and shall reduce the amount of the insurance pro tanto.

10. Payment of Loss.

a. No payment shall be made without producing this Policy for endorsement of the payment unless the Policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of Loss or Damage has been definitely fixed in accordance with these Conditions and Stipulations, the Loss or Damage shall be payable within 30 days thereafter.

11. Subrogation upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured Claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Insured Claimant would have had against any person or property in respect to the

claim had this Policy not been issued. If requested by the Company, the Insured Claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights or remedies. Anything that may be contained herein to the contrary notwithstanding, the Company will not seek subrogation against any attorney of any Insured under this Policy for liability other than fraud.

If a payment on account of a claim does not fully cover the Loss or Damage of the Insured Claimant, the Company shall be subrogated to all rights and remedies of the Insured Claimant after the Insured Claimant shall have been fully satisfied.

12. Liability Limited to this Policy; Policy Entire Contract.

a. This Policy together with all endorsements, if any, attached hereto by the Company is the entire Policy and contract between the Insured and the Company. In interpreting any provision of this Policy, this Policy shall be construed as a whole.

b. Any claim of Loss or Damage, whether or not based on negligence, and which arises out of the status of the Insured Interest covered hereby or by any action asserting such claim, shall be restricted to this Policy.

c. No amendment of or endorsement to this Policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Policy is held invalid or unenforceable under applicable law, the Policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Policy and shall be addressed to the Company at the issuing office or to:

Ticor Title Insurance Company
Attn: Claims Department
P.O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A

Policy No: Premium: Date of Policy:
Amount of Insurance:

1 Name of Insured:

2. Address of Insured:

3. Information about the Seller:

- (a) The State of Residence, Sole Place of Business, or (if the Seller has more than one Place of Business) Chief Executive Office of the Seller is as follows:
- (b) The State of the Seller's legal formation is as follows:
- (c) During the four months prior to Date of Policy, Seller's State of Residence, Sole Place of Business, or (if the Seller has more than one Place of Business) Chief Executive Office of the Seller, and the State of the Debtor's legal formation, have been:
- (d) During the year prior to Date of Policy, the Seller has not been party to a reorganization, merger, or acquisition, except as follows:
- (e) During the four months prior to date of Policy, the Seller has had no other exact legal name, except as follows:

4. Information about the Seller's transferor, if any: (attach additional sheets of paper, if necessary):

- (a) The State of Residence, Sole Place of Business, or (if the transferor has more than one Place of Business) Chief Executive Office of the transferor is as follows:
- (b) The State of the transferor's legal formation is as follows:
- (c) During the four months prior to Date of Policy, the transferor's State of Residence, Sole Place of Business, or (if the transferor has more than one Place of Business) Chief Executive Office of the transferor, and the State of the transferor's legal formation, have been:
- (d) During the year prior to Date of Policy, the transferor has not been party to a reorganization, merger, or acquisition, except as follows:
- (e) During the four months prior to date of Policy, the transferor has had no other exact legal name, except as follows:

5. The Insured Interest is described on Schedule A-1 attached hereto.

6. A description of the documents evidencing the transaction in which the Insured Interest was transferred to the Insured is:

SCHEDULE A 1

Policy No.

The Collateral (Personal Property) that is covered by the Policy:

Schedule B – Part I

Policy No. _

This policy does not insure against Loss or Damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Schedule B – Part II

In addition to the matters set forth in Part I of this Schedule B, the Insured Interest is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the Insured Interest:



TICOR TITLE INSURANCE COMPANY

GUARANTEE NO:

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND CONDITIONS AND STIPULATIONS OF THIS GUARANTEE.

TICOR TITLE INSURANCE COMPANY
A California corporation, herein called the Company

GUARANTEES

The Assured named in Schedule A against actual monetary loss of damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated:

Countersigned: _____
Authorized Signature

TICOR TITLE INSURANCE COMPANY

By:

President

ATTEST

Secretary

Borrower:
Loan Number

Date of Guarantee:
Name of Assured:

Fee: \$

The validity, priority and enforceability of the recorded Deed of Trust described as:

, Official Records
State

Dated:

This guarantee does not assure the status or ownership of the title to the estate or interest in the land described in the recorded Deed of Trust.

Borrower:	Guarantee No.
Loan Number	
Date of Guarantee:	
Name of Assured:	
Amount of Liability:	Fee: \$

The validity, priority and enforceability of the recorded Mortgage described as:

Dated: _____
Mortgagor: _____
Mortgagee: _____
Beneficiary: _____
Amount: _____
Recorded: _____
Docket/Instrument No _____ of Book _____, Page _____, Official Records
County, _____ State _____

Mortgagor:
Mortgagee:
Dated:
Recorded:

This guarantee does not assure the status or ownership of the title to the estate or interest in the land described in the recorded Mortgage.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to

the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless

prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or

settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Ticor Title Insurance Company
Attn: Claims Department
P.O. Box 45023
Jacksonville, Florida 32232-5023

<i>SERFF Tracking Number:</i>	<i>FDLS-125759929</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ticor Title Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>TTIC-AR-F-08-03</i>		
<i>TOI:</i>	<i>34.0 Title</i>	<i>Sub-TOI:</i>	<i>34.0000 Title</i>
<i>Product Name:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee</i>		
<i>Project Name/Number:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee /TTIC-AR-F-08-03</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>FDLS-125759929</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ticor Title Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>TTIC-AR-F-08-03</i>		
<i>TOI:</i>	<i>34.0 Title</i>	<i>Sub-TOI:</i>	<i>34.0000 Title</i>
<i>Product Name:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee</i>		
<i>Project Name/Number:</i>	<i>UCCPlus Owner's Policy & Mortgage Modification Guarantee /TTIC-AR-F-08-03</i>		

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

08/04/2008

Comments:

Attached hereto for your review are the NAIC P&C Transmittal Document and Form Filing Schedule.

Attachments:

TTIC-AR-F-08-03 NAIC P&C Transmittal Document.pdf

TTIC-AR-F-08-03 Form Filing Schedule.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black;">a. Date the filing is received:</td></tr> <tr><td style="border-bottom: 1px solid black;">b. Analyst:</td></tr> <tr><td style="border-bottom: 1px solid black;">c. Disposition:</td></tr> <tr><td style="border-bottom: 1px solid black;">d. Date of disposition of the filing:</td></tr> <tr><td style="border-bottom: 1px solid black;">e. Effective date of filing:</td></tr> <tr> <td style="border-bottom: 1px solid black; width: 60%;">New Business</td> <td style="border-bottom: 1px solid black; width: 40%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Renewal Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr><td style="border-bottom: 1px solid black;">f. State Filing #:</td></tr> <tr><td style="border-bottom: 1px solid black;">g. SERFF Filing #:</td></tr> <tr> <td style="border-bottom: 1px solid black;">h. Subject Codes</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	a. Date the filing is received:	b. Analyst:	c. Disposition:	d. Date of disposition of the filing:	e. Effective date of filing:	New Business		Renewal Business		f. State Filing #:	g. SERFF Filing #:	h. Subject Codes	
a. Date the filing is received:														
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New Business														
Renewal Business														
f. State Filing #:														
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h. Subject Codes														

3.	Group Name	Group NAIC #

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Ticor Title Insurance Company	CA	50067	95-2410872

5. Company Tracking Number	TTIC-AR-F-08-03
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Johnna K. Ryan 601 Riverside Ave 11 th Floor Jacksonville, FL 32204	Assistant Vice President	888-934-3354 ext.8845	904-357-1040	Johnna.Ryan@fnf.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	34.0 Title		
10.	Sub-Type of Insurance (Sub-TOI)	34.0000 Title		
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	Commercial		
12.	Company Program Title (Marketing title)	Title Insurance		
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14.	Effective Date(s) Requested	New: September 3, 2008	Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16.	Reference Organization (if applicable)	n/a		
17.	Reference Organization # & Title	n/a		
18.	Company's Date of Filing	August 4, 2008		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	TTIC-AR-F-08-03
21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]	

TicorTitle Insurance Company hereby submits the following form filing for your Department's review and consideration.

UCCPlus Owner's Policy:

The UCCPlus Owner's Policy for Certificated Securities under Article 8 of the Uniform Commercial Code and Partnership or Membership Interests Under Article 9 of the Uniform Commercial Code ("Owner's Policy") is being proposed to be issued by Chicago Title Insurance Company ("the company").

Insuring Provisions

This Policy insures the owner/purchaser of certain personal property against defects in title, security interests, or liens when the owner/purchaser is acquiring either (1) a certificated security or (2) a membership interest in an entity not represented by a security. The Policy is designed to cover transactions in which the owner/purchaser has dealt directly with the seller of the security or membership interest.

Characterization of Certificated Securities and Membership Interests as Personal Property

First, it is clear that both certificated securities (i.e., those represented by paper rather than by an entry on the books of a transfer agent or broker) and partnership or membership interests not represented by a security are clearly and unequivocally personal property. Black's Law Dictionary (second pocket edition) defines personal property as: "any moveable or intangible thing that is subject to ownership and not classified as real property." A certificated security is moveable personal property, and a partnership or membership interest is intangible personal property. Neither of these are real property, although they are commonly used in real property transactions (see discussion below).

Further, "Certificated Security" is defined in UCC 8-102 (as adopted by each state) as "a security that is represented by a certificate." If the entity does not elect to issue a certificate, the intangible partnership or membership interest will be a "general intangible" subject to Article 9 of the Uniform Commercial Code (as adopted by the State of California). For economy of language, both terms were encapsulated in the term "Insured Interest." The "Insured Interest," if it were regarded as a separate type of property apart from its constituent elements, would also be classified as intangible personal property under the Black's Law Dictionary definition provided above.

History and Example

The best and most appropriate way to explain this Owner's Policy is to explain to whom the Owner's Policy is and is not intended to apply.

A retail customer purchasing securities traded on a securities exchange does not have to worry about the status of its seller's title. That is because these transactions are cleared and settled in a manner which involves the netting of the positions of participants in the clearing systems of which they are members. Thus, there is no way to determine the prior ownership of the securities received by the retail customer who purchases securities traded on a securities exchange. Since the Uniform Commercial Code effectively provides that this customer receives these securities free of any adverse claim created or suffered by its predecessor in title, there would be no need/demand for the retail customer to purchase the Policy

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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In many real property transactions, however, funds are lent against the security of certificated securities or membership interests in a privately held organization that, directly or indirectly, holds title to real property. As previously stated, ownership interests may be represented by a security certificate, if the organizational documents so provide, or may not be represented by any paper token. In the former case, the interest is a "security" governed by Article 8 of the Uniform Commercial Code. In the latter case, the membership interest is governed by Article 9 of the Uniform Commercial Code. The election to have membership interests represented by a security (or the failure to so elect) does not otherwise affect the rights and duties of members vis-à-vis each other, which continue to be subject to the partnership or limited liability company laws of the state of formation and the entity's organizational documents.

Although the rules of Article 8 and Article 9 differ somewhat as respects the types of adverse claims that may be asserted against the owner/purchaser, both Articles provide that the purchase does not automatically cut off adverse claims. Accordingly, owners/purchasers in these transactions do need to concern themselves with possible defects in title, liens, and security interests.

Up to this time, the owner/purchaser has taken some comfort in the coverage that the previously approved UCCPlus policy for lenders (if a related loan was taking place) has been issued to the lender. The "attachment" coverage of the UCCPlus Policy for lender insures that the owner has rights in the collateral sufficient to grant a security interest to the lender. The UCCPlus Policy also insures against adverse security interests and certain liens. Thus, the fact that a lender received a UCCPlus Policy provides a certain measure of assurance to the owner/purchaser, although the owner/purchaser is not named as an Insured.

Since many transactions have no related financing taking place, these same owners/purchasers now want a policy that directly covers their purchase/ownership of the personal property described above. For these types of owners/purchasers, this Owner's Policy would be of great value to them, and we anticipate a continuing demand for this Owner's Policy.

The Policy insures that the seller owns the security certificate or membership interest (Insuring Clause 1) that it is transferring, free of security interests (as defined in the Policy) (Insuring Clause 3) or liens (as defined in the Policy) (Insuring Clause 4), and that the Insured will own the same upon consummation of the transaction (Insuring Clause 2). The Policy will be underwritten using the same type of review that the Company now utilizes in insuring such interests being pledged to a lender for collateral purposes where the Company issues its UCCPlus Policy (previously approved for use in your state).

Thus, the development of this Policy is a natural outgrowth of the Company's UCCPlus Policy, in which the Insured lender's collateral typically includes either an Article 8 security, as described above, or an Article 9 membership interest in a partnership or limited liability company. In the course of insuring these transactions, the Company has learned that there are some financings involving a purchase of such a security or membership interest rather than a loan. This Policy is intended to fill that gap.

We should note that there is another situation in which the Owner's Policy may be used. When a loan secured by a certificated security or membership interest is in default, the lender may sell the collateral. The purchaser in such situations may wish the assurance of purchasing the Owner's Policy instead of relying on any warranties provided by the lender that is holding the sale.

This product is relatively new to the market. There is another somewhat similar product in the marketplace. It is currently issued by the First American Title Insurance Company and is called the "Eagle 9™ UCC Insurance Policy for Buyers." The Company is unaware of any other insurance company that offers the product, or whether the First American product has been offered or approved in Arkansas.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

20.	This filing transmittal is part of Company Tracking #	TTIC-AR-F-08-03
21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]	

Mortgage Modification Guarantee:

This product has been requested by our clients on a national level to provide a simplified Guarantee at a flat fee. This "Mortgage Modification Guarantee" assures only that the validity, priority and enforceability of a Recorded Mortgage, if any, has not been diminished or lost by reason of the modification or amendment referred to in Schedule A of the Guarantee. There is either Schedule A for a "Trustor" or Schedule A for the "Mortgagor" depending on the State's regulations.

A concurrent amended rate filing is being submitted under separate cover detailing out the rates and charges association with each of these products being filed herein.

The Company respectfully requests an effective date of September 3, 2008.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: N/A Funds transmitted via EFT Amount: \$50.00 Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing.)

1.	This filing transmittal is part of Company Tracking #	TTIC-AR-F-08-03; Eff September 3, 2008			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Mortgage Modification Guarantee with Schedule A (Trustor/Mortgagor)	74178	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	UCCPlus Owner's Policy with Schedules A & B	74-331-06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

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